STATE OF CALIFORNIA DEPARTMENT OF TECHNOLOGY STATEWIDE TECHNOLOGY PROCUREMENT

### STANDARD AGREEMENT AMENDMENT

TECH 213A (NEW 12/2018)

1	CHECK HERE IF ADDITIONAL	PAGES ARE ATTACHED
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PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER
REGISTRATION NUMBER	-

	This Agreement is entered into between the Contracting Agency and Contractor named below:
•	This Agreement is entered into between the
-	CONTRACTING AGENCY NAME California Department of Public Health
9	CONTRACTOR NAME
	Accenture LLP
2.	The term of this Start Date: May 3, 2020
	Agreement is: End Date: October 31, 2021
3.	The maximum amount of this
	Agreement after this Amendment is: \$39,232,000.00  Agreement after this Amendment is: \$39,232,000.00
4.	The parties mutually garee to this amenament as follows. All actions the
	made a part of the Agreement and incorporated herein:
	A. This amendment adds \$25,566,000.00 to the total cost of the contract, increasing the total cost of the
	contract to \$39,232,000.00
	contract to \$39,232,000.00  B. Appendix A, Statement of Work, date May 3, 2020, is hereby deleted and replaced with Appendix A, Statement of Work, Amendment 1 dated August 21, 2020.
	Signomer of Tochnology (CDT) approval of the

The effective date of this Amendment 1 is upon California Department of Technology (CDT) approval of the Amendment and execution of the Agreement whichever is later. All other terms and conditions remain the same.

N WITNESS THEREOF, this Agreement has been executed  CONTRACTOR	Department of Technology, Statewide Technology Procurement Use Only	
CONTRACTOR NAME (If other than an individual, state whether etc.)	a corporation, partnership,	030 0,
Accenture LLP CONTRACTOR AUTHORIZED SIGNATURE  Mark Noviega  Just Navier (Aut 25 1590 2), 49 PDT]	DATE SIGNED (Do not type) Aug 25, 2020	Marlon Paulo (Aug 25, 2020 22:28 PDT)
PRINTED NAME AND TITLE OF PERSON SIGNING		Deputy Director
Mark Noriega, Managing Director  ADDRESS  1610 R Street, Suite 240, Sacramento, CA 95811		Aug 25, 2020
STATE OF CALIFORNIA		
CONTRACTING AGENCY NAME  California Department of Public Health  CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED (Do not type)	
Timothy Bow  Timot	Aug 25, 2020	
Tim Bow, Procurement Officer – Emergency Opera CONTRACTING AGENCY ADDRESS 1616 Capitol Avenue, Sacramento, CA 95814		EXEMPT PER:  Governor's Proclamation of a State of Emergency, effective March 4, 2020 (GC Sections 8625—8629)

# APPENDIX A: AMENDED STATEMENT OF WORK

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State of California

CalConnect 19-11104, Amendment - 1

August 21, 2020

# APPENDIX A: AMENDED STATEMENT OF WORK

### PART 1: AGREEMENT COMPILATION

- 1. General Provisions Information Technology (09/05/2014)
- 2. Information Privacy and Security Requirements
- Standard Agreement (TECH 213)
- 4. Appendix A: Amended Statement of Work
  - Exhibit 1-A: Cost Worksheet
  - Exhibit 1-B: Budget Detail and Payment Provisions
  - Exhibit 2: Additional Legal Terms for FEMA Reimbursement
  - Exhibit 3: Work Order Authorization (WOA)
  - Exhibit 4: Work Order Acceptance Document (WAD)
  - Attachment 1: Remote Work Protocols
  - Attachment 2: COVID-19 Contract Labor Standards
  - Attachment 3: Contractor's Team Structure

### APPENDIX A: AMENDED STATEMENT OF WORK

#### PART 2: SCOPE OF SERVICES

# 1. BACKGROUND, PURPOSE, AND OBJECTIVES

### A. BACKGROUND AND PURPOSE

The global Coronavirus Disease 2019 (COVID-19) pandemic has reached the State of California and now presents a serious threat to the health and safety of its residents. As such, urgent interventions must be taken to mitigate COVID-19's impact on the State's health care system.

This Amended Statement of Work (SOW) outlines the tasks required by Accenture LLP (herein referred to as the "Contractor") to provide the California Department of Public Health (herein referred to as "CDPH" or the "State") with immediate design, delivery, and operation of a multi-modal test/trace/support labor force program to help stop the transmission of COVID-19. This effort will collectively be called the California COVID-19 Contact Tracing Initiative.

Emulating successful international COVID-19 containment efforts, the goal of this Initiative is to expedite the finding and testing of all COVID-19 exposed contacts in communities across the State.

#### B. OBJECTIVES

The Contact Tracing team is responsible for identification of persons who may have come into contact with an infected person ("contacts"); contacting, scheduling, and referral to testing for infection; follow-up and referral to isolation to prevent community transmission; tracing downstream contacts in turn; and offering compassionate support throughout.

The State anticipates immediate deployment of 1,000+ Contact Trace team members and supervisors at the earliest practical possibility, with the flexibility and capacity to rapidly grow to 10,000. The exact schedule and volumes are unknown, but the State anticipates a 60-day ramp up, 120 days of run-rate operations, and a follow-on scaled-down period of monitoring.

The Contractor shall act as "program planners" or a "qualified person" operating under the direction of State to enable countermeasures to be deployed. The Contractor's work shall include the administration of the program and investigation, as needed, to execute necessary countermeasures to combat the threat to the public health. The Contractor shall perform this work pursuant to a public health emergency.

Over the course of this engagement and as a guide for this Agreement, the Contractor shall be committed to abiding by the following principles:

Focus on the outcome

- Reflect trust and historical relationship between the parties via transparency
- Acknowledge the uncertainty; the future cannot be fully defined
- Provide flexibility to rapidly scale, contract, and/or redeploy
- Work as one integrated team in a multi-organization environment
- Meet the needs of the State, and Contractor relative to security and privacy
- Minimize contract administration

# 2. ACKNOWLEDGEMENT OF STATE OF EMERGENCY

In recognition of the Governor of California's declaration of a State of Emergency on March 4, 2020 and the serious threat to the health of California residents as a result of the impacts of the global COVID-19 epidemic, the parties agree to the following terms:

- A. The parties acknowledge that the material assumptions, requirements or information set forth in the Contract may be incomplete or incorrect. To that extent the parties will utilize the Work Order Authorization process, discussed in Section 14, to collaborate in good faith to further refine the Statement of Work to clarify or add the information necessary for the successful performance of the Agreement.
- B. The State acknowledges the good faith efforts that Contractor has exercised in entering into the State's standard-form agreement on an expeditious basis under the extraordinary circumstances. Accordingly, if requested by either party, the parties will use good faith efforts to make reasonable amendments pursuant to this section to reflect any necessary changes in order to protect the interest of either party, including each party's intellectual property.

#### 3. DEFINITIONS

The terms used in this SOW, unless defined in this SOW or in an amendment made hereto, shall have the meaning ascribed to them in the other documents that constitute the Agreement between the parties.

"Contractor Delivery Methodology for Agile Development" means a continually refined approach used globally by Contractor systems implementation teams that utilizes common tools and techniques that are agile, inclusive, interactive, and iterative.

**"CA Agent"** means a person who is provisioned access to the Salesforce Contact Tracing system.

"CalREDIE" means CDPH's Reportable Disease Information Exchange, an information technology disease surveillance and management system that captures and stores epidemiological data, and enables CDPH to communicate directly with clinicians and local public health boards and hospitals to share disease reports, lab results, and clinical data for rapid surveillance and response to illnesses, diseases, and viruses.

- **"Project"** refers to the Initiative that is the topic of this SOW, which describes the scope, tasks, activities, work products, and deliverables that are part of the State's effort to reduce the rate of infection of COVID-19 in the State.
- "Services" means the services to be provided by the Contractor to the State under this Agreement.
- "State Data" means data provided by the State to the Contractor, which may physically reside at a State or Contractor location.
- **"Task"** means a material activity engaged in by the Contractor for the purpose of fulfilling its obligations to the State under the terms of the Agreement, which may or may not result in the creation of a Work Product or Deliverable.
- "Work Product" means any written work that the Contractor delivers for the purposes of fulfilling its obligations to the State under the terms of the Agreement.

#### 4. TERM OF THE AGREEMENT

The initial term of this Agreement shall be May 3, 2020, or upon final approval by the California Department of Technology Statewide Technology Procurement (CDT-STP) whichever is later (also known as the "Effective Date"), through October 31, 2020, or six (6) months from the Effective Date ("Initial Term"). Now at the State's discretion, the State invokes the first optional six (6) month term extension to extend the term of this Agreement to April 30, 2021 ("Extended Term 1"). At the State's option, the State may invoke the second optional six (6) month term extension at a later time.

The Initial Term of this Agreement can be categorized in three (3) phases:

- Phase 1 (May 3, 2020 May 31, 2020): "Iteratively Develop" the capability, launch operations
- Phase 2 (June 1, 2020 July 5, 2020): "Iteratively Enhance"/maintain the technology, run/improve the operations
- Phase 3 (July 6, 2020 October 31, 2020): "Operate"

The Extended Term 1 of this Agreement can be categorized in one (1) phase:

Phase 4 (November 1, 2020 – April 30, 2021): "Continued Operation"

#### 5. AMENDMENT(S)

This Agreement may be amended prior to the end of the Term, consistent with the terms and conditions of the Agreement, and by mutual consent of both parties, subject to approval by CDT-STP under Public Contract Code (PCC) section 6611. No Amendment or variation of the terms of this Agreement is valid unless made in writing, signed by both parties, and approved by CDT-STP as required. No oral understanding not incorporated, in writing, into the resulting Agreement is binding on any of the parties.

For any amendment entered into under this Agreement where the Contractor shall provide Services on a capacity basis, the parties shall apply the Resource Capacity terms as described in Section 11 of this SOW.

#### 6. AGREEMENT CONTACTS

The Contractor and the State will each assign a single point of contact (SPOC) with respect to this SOW. It is anticipated that the contact person will not change during the Term of this Agreement. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, the notifying party shall provide written notice to the receiving party within 24 hours following the change.

TABLE 1. AC	CONTRACTOR SPOC
Holly Howard (510) 502-4009 Holly.Howard@cdph.ca.gov	Dan Boxwell, Managing Director (916) 730-1692 Daniel.L.Boxwell@accenture.com
STATE PROJECT MANAGER	CONTRACTOR PROJECT MANAGER
Eric Norton (916) 607-5583	James Gnesda, Director (916) 205-9363 James.R.Gnesda@accenture.com

TABLE 1: AGREEMENT CONTACTS

#### 7. WORKING ARRANGEMENTS

Eric.Norton@cdph.ca.gov

Contractor personnel will work remotely.

#### 8. SYSTEM SECURITY

As part of its work efforts under this SOW, the Contractor shall be required to use State Data and information technology (IT) resources.

#### A. STATE DATA

In relation to the State Data in the Contractor's control, including State Personal Data, the Contractor shall implement commercially reasonable safeguards on the Contractor-owned and -managed systems as identified in "Information Privacy and Security Requirements."

The State Data may contain Protected Health Information (PHI) and Personally Identifiable Information (PII) (collectively "Personal Data").

The parties acknowledge that implementation of a remote work model will necessarily impact the Services and will follow the operational principles set out in Attachment 1: Remote Work Protocols, attached to this Agreement, and the following:

The Contractor's personnel covered by the remote work solution shall be advised of the Remote Work Protocols; and

 The Contractor shall provide training to any Contractor personnel working remotely that covers the Remote Work Protocols.

# **B. SOFTWARE INTEGRITY CONTROLS**

The Contractor and the State recognize the serious threat of fraud, misuse, and destruction or theft of data or funding. These threats could be introduced when unauthorized or inappropriate modifications are made to a production system. The Contractor shall implement the following controls for the purpose of maintaining software integrity and traceability throughout the software creation life cycle, including during development, testing, and production:

- 1) The Contractor shall configure at least three software environments including a development environment, a testing environment and a production environment.
- 2) The Contractor shall implement a change control procedure such that activities in the development environment remain separate and distinct from the production environment. In particular the change control procedure shall incorporate at least the following:
  - a) Segregate duties between development and testing of software changes and migration of changes to the production environment;
  - b) Implement security controls to restrict individuals who have development or testing responsibilities from migrating changes to the production environment.
  - c) Include a process to log and review all source control activities.
- 3) The Contractor shall implement a source control tool to confirm that all changes made to the production system are authorized, tested, and approved before migration to the production environment.
- 4) The parties acknowledge that the Contractor shall use its personnel associated with its Global Delivery Network to perform Services ("GDN Services") under this SOW, including personnel located outside of the United States. Such GDN Services will be performed only by the Contractor's personnel assigned and approved to work on the Project. The State and the Contractor will together determine how to provide personnel performing GDN Services with access to State email, SharePoint, test environments, and other resources as may be reasonably necessary to enable performance of the GDN Services.

### 9. PROJECT MANAGEMENT

The Contractor and the State must notify the other party's Project Manager of any change in the name, address, phone number, fax number, or email address of their respective Project Manager.

### A. STATE PROJECT MANAGER

The State's Project Manager will:

- 1) Work closely with the Contractor Project Manager to support successful completion of the Project.
- 2) Provide input and guidance to the Contractor Project Manager in developing the Project Management Plan.
- 3) Review weekly status reports and schedule weekly meetings with the Contractor, as necessary.
- 4) Acquire State project team members as needed.
- 5) Coordinate the State's review of the activities, Tasks, and Work Product.

# B. CONTRACTOR PROJECT MANAGER

The Contractor's Project Manager shall:

- 1) Be responsible for administering this Agreement and the managing of the dayto-day operations under this Agreement.
- Serve as an interface between the State Project Manager and all Contractor personnel participating in this engagement.
- 3) Develop and maintain the Project Management Plan, in consultation with the State Project Manager.
- 4) Facilitate regular communication with the State Project Manager, including weekly status reports/updates, and review the project performance against the project plan. Facilitate weekly project status meetings for the duration of the engagement.
- 5) Update the project plan on a weekly basis and distribute at weekly meetings for the duration of the engagement.
- 6) Sign acceptance forms to acknowledge their receipt from State.
- 7) Be responsible for the management and deployment of Contractor personnel.

# 10. CONTRACTOR TASKS, ACTIVITIES, AND WORK PRODUCT

This Section describes the Tasks, Activities, and Work Product that the Contractor shall provide to the State during the term of the Agreement.

The Contractor shall be accountable for five (5) key domains:

- A. Program management, which will be memorialized through weekly status reports
- B. A functioning CRM solution, which will evolve and be enhanced via the Solution Prioritization Council process

- C. A "turnkey" contact center management and operations service to support Contact Tracers
- D. A reporting tool and ongoing reporting and analytics capability ("reporting and analytics") based on the needs and specifications of business users and stakeholders
- E. A Marketing and Communications capability, to drive awareness of the tracer program.

To fulfill current and future needs relative to these domains, this SOW outlines the envisioned Tasks, Activities, and Work Product, as set forth in Table 2 below. The Contractor shall use an agile approach to prioritize Tasks, Activities, and Work Product based on the State's needs and requirements.

The Contractor appreciates that other needs will arise, and the Contractor is committed to support the success of the overall Contact Tracing program.

For the CRM solution implementation, the Contractor will utilize its Contractor Delivery Methodology for Agile Development, with timelines and periodic releases as depicted below in a draft release schedule for the first month. Thereafter Contractor will continue to use the Methodology and Agile Development approach to implement and evolve functionality improvements, additional interfaces, and other enhancements as directed and prioritized by the Solution Prioritization Council.

TABLE 2: CONTRACTOR TASKS, ACTIVITIES, AND WORK PRODUCT

TASK #	TASK NAME	ACTIVITIES/WORK PRODUCT DESCRIPTION
1.0	Project Management	
1.1	Governance Model	Support governance mechanisms, including meeting cadence, issue / risk escalation processes, and decision-making responsibilities
1.2	Command Center meetings	Participate in regular meetings with key project leadership to review status, issues, risks, and provide direction on overall strategy
1.3	Release Schedule and Cadence	Definition and management of key milestones for targeted releases
1.4	Project Status Reports	Weekly status reports covering project progress per main area, key issues, risks, and team
1.5	Deployment Timeline	Summary view of deployment plan in timeline format, including key milestones and go live
2.0	CRM and Contact Center Solution	Enable a turn-key CRM and Contact-Center solution required to enable the Contact Tracing
2.1	Strawman	Deployment of the solution that is in production the Commonwealth of Massachusetts in a sandbox environment with test data

TASK #	TASK NAME	ACTIVITIES/WORK PRODUCT DESCRIPTION
2.2	Client Review	Demo of the functionality and a fit gap discussion vis-à-vis the needs of the State of California in order to deploy the existing solution with a minimum of changes and in the shortest possible
2.3	User Stories	Management, logging and prioritization of requirements and stories to facilitate design for a given sprint driven by guidance of Solution Prioritization Council
2.4	Functional Scope and Design, For Each Sprint (Sprint 1, 2, 3, Etc.)	Completion of the design and build, with releases prioritized with the Solution Prioritization Council
2.5	Build and Test	Completion of the system test of case management system with releases prioritized with the Solution Prioritization Council
2.6	Deployment	Deployment of the system with releases prioritized with the Solution Prioritization Council
2.7	Training Strategy	Document outlining training needs, audiences, training methods, as well as considerations regarding content depository training
2.8	Training Materials	Materials to be used during training execution, may include content overviews, summary information for end-users, course satisfaction
2.9	Training Delivery	Jointly execute training courses per agreed upon training plan, for required audiences, playing lead for gareed courses
2.10	Integration Design and Execution	Solution to include the following integrations:  • CalREDIE
2.11	Production Support	Microsoft Word document specifying defined model for support team to manage system issues and request post wave.
3.0	Security / Privacy	
3.1	Implement Secure Remote Access System	Secure remote Identity access solution that is specific to the COVID 19 CRM Contact Tracing platform to enable secure user access
3.2	Enable Platform Data Protection and Compliance	Configure platform data protection configuration and compliance leveraging Salesforce Shield while encrypting field level data as well as
3.3	Release Security Testing	Vulnerability reports for each application release
3.4	Enable User Profile Roles	User profile roles and access to prevent printing, data extraction, and/or data export
3.5	Data Retention	Platform log retention enablement on a rolling 30 day basis
4.0	Licensing	

TASK #	TASK NAME	ACTIVITIES/WORK PRODUCT DESCRIPTION
4.1	State Licensed	1.0
4.1.1	Amazon Web Services	Platform provider for telephony solution to conduct inbound and outbound calls, IVR, and omni-channel capabilities
4.1.2	Salesforce	<ul> <li>Salesforce Health Cloud UE</li> <li>Salesforce Customer Community Cloud UE</li> <li>Salesforce OmniChannel</li> <li>Salesforce Digital Engagement UE</li> <li>Salesforce Digital Engagement – Additional Triggered &amp; Bulk Messages</li> <li>Salesforce Shield</li> </ul>
4.1.3	Capado	DevOps Platform
4.1.4	WalkMe	WalkMe SaaS solution to enable in-app guidance for real time training
4.2	Contractor Licensed	
4.2.1	NICE	NICE solution for workforce management
5.0	Operations	
5.1	Create Contact Center Processes	Personas and process flows to illustrate required contact center processes.
5.2	Develop Standard Operating Procedures	Procedures for core contact center processes to secure a standard service
5.3	Conduct Onboarding	Onboarding materials and onboard contact center agents
5.4	Develop Training Materials	materials
5.5	Conduct Training	Execute training courses as required by agreed upon training plan for in-scope audiences
5.6	Develop Capacity Planning Approach and Execution	Capacity model and approach for determining contact center capacity and identifying risk / issues, and mitigation plans as necessary
5.6	Develop Workforce Planning and Scheduling	Approach for managing resource capacity and planning for mid and long-term needs.
5.7	Create Quality Assurance Plan	pain points and areas for improvement, ongoing assessments, performance reviews.
5.8	Technical Support Approach and Execution	Determine and implement user support for technical and access issues.

TASK #	TASK NAME	ACTIVITIES/WORK PRODUCT DESCRIPTION
5.9	Risk Management and Defect Tracking Approach and Execution	Register and track system performance or other defects and remediate.
5.10	Operational Analysis	Review call handling performance metrics to establish ways to increase the number and quality of the call experience.
5.11	Process Improvement	Ongoing process monitoring to identify areas of improvement for contact center operations
5.12	Call Center Omni- Channel Functionality Recommendations	Recommendations for the incorporation of omnichannel functionality, e.g. IVR, chatbot, AWS Connect, etc.
5.13	Supplementing Contact Corps as Necessary	Provide additional staffing support upon request.
5.14	Helpdesk Support	Provide help desk support for email & password support from 8 AM – 8 PM (M-SU)
6.0	Reporting and Analytics	
6.1	Operational Reporting	Present standardized reports on key contact tracing activities, including day to day metrics for contact center performance and case resolution
6.2	Contact Center Demand Reporting	Present contact center demand and response reports
6.3	Contact Center Workforce Capacity Forecasting	Identify and forecast contact center workforce needs
6.4	C-19 Tracing Insights Platform	Present advanced reporting leveraging productivity, geographical, demographic, and other data to support implementation insights and efficiency considerations
7.0	Marketing & Communications	
7.1	Draft Communications Strategy	Provide state with communications goals, initial communications strategy, core messaging platform & priorities, channel matrix and gen por audience target consideration 48-72 hour rapid release upon launch
		Refine second version for 2-3 high priority audience segments. Will consider paid, owned
7.2	Develop Digital Paid Media Strategy and Plan	Rapid Release and full priority segment multi- channel digital media plan, projected flighting (6-7 week media plan, 1 week to develop the media plan), budget and measurement

TASK #	TASK NAME	ACTIVITIES/WORK PRODUCT DESCRIPTION
IAON TI		Initial campaign after program launch: social posts, influencer 15 scripts, flyer, webpage copy and search copy for first release (48-72 hour release upon launch)
7.3	Creative Development	Follow up (post-initial program launch) with additional creative for 2-3 high priority audience segments. Such as: 10+ search (modifications of the first wave of search copy), 10+ social ads (e.g., Facebook, Instagram), 4-5 digital radio
7.4	Set Up Social Listening Technology	Stand up social listening platform technology and build initial queries for the state of California
7.5	Ongoing Social Listening and Reporting	Provide ongoing trends, sentiment and key insights from 2-3x weekly social listening reports, to be used for State run communications and
7.6	Execute Digital Paid Media Plan	Traffic, QA, Launch paid media assets across digital channels. Inclusive of 1xs weekly reporting
7.7	Optimization of Strategy and Creative Development	Based on media, analytics, call center data and social listening, team will refine strategy and creative outputs for gen pop + 2-3 high priority segments for remainder of marketing
7.8	Marketing Continuation	Assessment of effectiveness and potential extension for marketing communications (strategy, creative, media and social listening). Working collaboratively with clients to make this
8.0	Local Health Jurisdiction (LHJ) Onboarding	
8.1	LHJ Awareness	Communicate with California LHJs to generate awareness of CalCONNECT and California Connected. This could be online workshop or one-on-one with the LHJs.
8.2	LHJ Readiness	Develop the materials to ensure LHJs are aware of what LHJs need to do prior to onboarding. This includes connecting with training (VTA and CalCONNECT training) and technical requirements (system requirements and firewall
8.3	LHJ Onboarding	Support the transition to CalCONNECT and facilitate onboarding issues.
9.0	LHJ Adoption	

TASK #	TASK NAME	ACTIVITIES/WORK PRODUCT DESCRIPTION
9.1	LHJ Adoption of CalCONNECT	Support LHJs fully adopting CalCONNECT, expand the number of cases LHJs move to CalCONNECT. Work with LHJs that pause use of CalCONNECT to identify barriers, communicate barriers to other workstreams and reengage LHJs
10.0	Generate Standard Operating Procedures (SOPs)	
10.1	Create SOPs for Critical CalCONNECT Roles	Develop SOPs for the following CalCONNECT roles: CT CI, Supervisor/Coordinator, Mentor Resource Manager, and Clinical Advisor
11.0	Implement Single Sign-on (SSO)	
11.1	Implement SSO	Implement SSO so CalCONNECT users log on once and have access to their environments (production, training and/or sandbox environments) and the Amazon softphone.
12.0	LHJ Configuration	
12.1	Los Angeles and San Diego	Interface with Los Angeles and San Diego system to enable interjurisdictional transfers and to enable both to send cases and contacts from their disease monitoring systems (not CalREDIE) and work on CalCONNECT
12.2	San Francisco	Support San Francisco data needs (replication with the San Francisco SQL database) and support data conversion needs.

The Tasks, activities, and Work Product listed above reflect the expected work for this Agreement. The Contractor and the State agree to prioritize and execute the activities using an Agile methodology, utilizing a backlog of tasks, activities, and Work Products to be completed with a mutually agreed upon completion date of each item.

#### 11. RESOURCE CAPACITY

The Contractor agrees to provide resources (FTEs – FTE = 40 hours a week) for each workstream to work on the mutually prioritized Tasks, Activities, and Work Product described in Table 3.

**TABLE 3: RESOURCE CAPACITY** 

		IADLL O.		A STANDARD		- NEWS AND DESCRIPTION OF THE PARTY OF THE P	
WORKSTREAM	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	MONTHS 7 - 18
PROGRAM	8	8	8	8	8	8	8
MANAGEMENT CRM	27	27	27	27	27	24	12
CALL CENER  OPERATIONS*	60	60	60	60	60	60	60
OPERATIONS*  METRICS AND	8	8	3	3	3	3	3
EVALUATION  MARKETING AND	12	8	0	0	0	0	0
COMMUNICATIONS TOTAL	115	111	98	98	98	95	83

<sup>\*</sup>Based on up to 1,000 CA agents

For the CRM Implementation section above, the Contractor shall submit to the State Project Manager biweekly reports of actual workstream foundational team FTE equivalents working on assigned tasks.

The State and the Contractor acknowledge the need for program agility and flexible resource capacity commensurate with the evolving COVID-19 situation. For the CRM Implementation section above, if the Contractor believes that additional resources are required beyond the FTEs listed above, The Contractor shall notify the State and the State and the Contractor will mutually agree on a WOA for increased capacity. If the State and the Contractor agree that fewer resources are required in a forthcoming bi-weekly period below the FTEs listed above, the Contractor shall adjust the workstream team size and provide the State with a credit, provide a proportional reduction in the rate for the workstream, or jointly agree to redeploy resources to an alternate workstream.

# 12. STATE AND CONTRACTOR REPSPONSIBILITES

The State understands the Contractor's performance is dependent on the State's timely and complete performance of those tasks and responsibilities specified in this SOW ("State Responsibilities"). In addition, the State understands the Contractor agreed to perform the Services based on the assumptions listed below (the "Assumptions"). In addition to any other responsibilities or duties described in this SOW, set forth below are the State Responsibilities and Assumptions for the Project.

# A. STATE RESPONSIBILITIES

- The State shall provide in a timely manner in accordance with schedule mutually agreed between the parties all information (including requirements), documentation, input, decisions and signoffs (including of designs, specifications and software releases) reasonably required by Contractor to perform its Services.
- The State will manage the interface between Contractor and the day to day operations of the State's organization including key stakeholders.
- 3) The Project requires Contractor and other organizations to work as one integrated team to drive to a common objective; however, State will have primary responsibility for inputs of State contractors and other involved organizations and for confirming that they provide Contractor with necessary access to their plans, status, and project reports.
- 4) The State will work in good faith to ensure approvals, management input, management review, responses to issues, change requests and escalated matters are provided by the appropriate State representatives in a timely manner.
- 5) The State will work in good faith to ensure that the State contractors and State personnel including those at other state organizations provide support, inputs, and resources as and when required, all in a timely manner so as not to impact the Project progress.
- 6) The State will work in good faith to ensure that State contractors cooperate with and take necessary instruction from Contractor.
- 7) The State will provide accurate and complete information as to the State's business which may be relevant or necessary for Contractor to perform the Project related Services.
- 8) The State will cooperate with State contractors to facilitate the success of the Project.
- 9) The State will provide and manage any State personnel (for example, financial, design authority and business subject matter experts, key business and technical resources) as reasonably required for the effective and efficient delivery of the Project. Significant access to such resources is critical to the success of the Project and is required to enable Contractor to complete its Services.
- 10) The State will provide any State personnel for attendance at any reasonable governance forums as required by Contractor and State contractors.
- 11) The State will provide access for Contractor to State's Project users, as mutually agreed by the parties, to allow requirements grooming and prioritization, specification development, the undertaking of acceptance procedures, and implementation for the effective and efficient delivery of the Project.
- 12) The State will consider in good faith, the selection, modification or termination recommendations provided by Contractor regarding any State contractor with

- respect to the performance and cost benefit of State contractor services to State.
- 13) The State shall ensure existing CalREDIE legacy services, or suitable substitutes, shall be available in the development instance, and shall provide the relevant data sets in a timely and high-quality manner.
- 14) Unless otherwise set forth in this Agreement as a Contractor responsibility, the State will work in good faith to procure licenses for the third-party products including any software products necessary for Contractor to provide the Services.

15) State will provide all contact scripts.

16) The State will be responsible for its operation and use of the Services and for determining whether to use or refrain from using any recommendation that may be made by Contractor. The State will be solely responsible for determining whether any Services provided by Contractor (i) meet State requirements; (ii) comply with all laws and regulations applicable to the State; and (iii) comply with the State's applicable internal guidelines and any other agreements it has with third parties.

#### **B. CONTRACTOR RESPONSIBILITIES**

- 1) The Contractor shall provide services as specified in this SOW and in WOAs unless otherwise approved in advance by the State.
- 2) The Contractor shall adhere to all the requirements and responsibilities, in accordance with the terms and conditions of the Agreement.
- 3) The Contractor shall ensure that the Contractor's personnel, including any Subcontractor personnel, comply with the responsibilities and requirements of the Agreement.
- 4) The Contractor shall meet, as necessary, with the State Project Manager during the Term of this Agreement.
- 5) The Contractor shall participate in periodic briefings of the State's executive management, as requested by the State Project Manager.
- 6) The Contractor shall not utilize electronic mail communications for the transmission of information designated as confidential, personal, or sensitive by State unless an encryption standard, approved by State, is applied between author and recipient.
- 7) The Contractor shall notify State immediately regarding any investigatory, disciplinary, licensure, criminal, or similar type of proceedings against the Contractor in any jurisdiction that are reasonably expected to have a material adverse impact on the Contractor's ability to provide the Services.

# 13. ASSUMPTIONS AND CONTSTRAINTS

### A. AGREEMENT ASSUMPTIONS

- 1) The Contractor is working under the authority of the State and the State will be responsible for the State's compliance with all applicable laws and regulations, specifically, how and when it collects and maintains any personal data or PHI (including compliance with applicable privacy/security laws and regulations State and Federal). The foregoing assumption shall not exempt the Contractor from its compliance with any applicable State and Federal statutes or regulations as set forth in the General Provisions Information Technology, Section 7.
- 2) With respect to the collection and reporting of data, the parties will work together to define the specific scope of any analytics/reporting services. The Contractor's scope shall exclude the collection of any data via mobile phones or other devices in the initial release. The State may add the need for mobile phone use to the backlog and prioritize the work during grooming.
- 3) The parties will work together in good faith to determine if general data can be obtained, through legally permissible means and in compliance with applicable privacy law and policies, to help identify open or closed health facilities, stores and/or businesses.
- 4) The Contractor's Services will be delivered using the Contractor Delivery Methodology for Agile Development.
- 5) The State will access the Contractor's Delivery Tools (e.g. ACP/AIP) during the Term of this Agreement, as described more fully below.
- 6) The State and the State's subcontractors working on the Project will be sufficiently skilled to participate in and support the approach deployed by the Contractor. Any training or additional effort required to address any differences in approach or deficiencies in this regard will be remedied through training and resource sharing from the Contractor.
- 7) If, after the Project has started, it is determined that the information provided by the State is inaccurate or incomplete in any material manner, the parties will negotiate an adjustment in the project scope and fees, as applicable, per the change process set forth in Section 14, Work Order Authorization.
- 8) The State will be responsible for satisfying all IT hardware requirements and infrastructure requirements. This includes, but is not limited to:
  - a) Access to the State's business systems including email, SharePoint, Microsoft Teams;
  - b) Access to the State's technology systems, including development, test and pre-production platforms, including the permissions to perform software deployments;

c) Development, test, pre-production and production environments on which the system components will be developed and tested; and

d) The Tools required to manage all the environments and solution components.

- 9) If data in the State's legacy systems (e.g. CalREDIE) is found to be corrupt and causes otherwise valid test cases to fail, the State will be responsible for the cleansing of the data or acceptance that the Project will proceed in any event. The Contractor shall highlight to the State, in a timely manner, any key data issues identified during testing.
- 10) The State will manage all business-as-usual work.
- 11) Business-as-usual updates to the platforms being developed by the Project will not adversely impact or lead to rework on the Project. Where there is a potential impact, The Contractor shall use its reasonable efforts to limit the impact but where there is an adverse impact, this will be chargeable.
- 12) The State's operational support teams will not unreasonably delay or refuse to accept the Project on the basis of factors that are outside the Contractor's control, for example where design decisions impact the supportability of the platform.
- 13) During the Term, the Contractor shall have exclusive access to the code base and only defect resolution changes made by the Contractor's support team shall be deployed into the production environment.
- 14) The State has obtained all consents necessary from third parties reasonably required for the Contractor to perform its obligations hereunder, and the State will be responsible for the contractual relationship with and performance of such third parties as required.
- 15) The State will be responsible for ensuring that consent is obtained from individuals to share any data with the Contractor and for its use in connection with this Project.
- 16) The Contractor accepts no responsibility for the accuracy of any data provided in connection with this Project nor will it verify the accuracy of such data. The Contractor shall aggregate and map data but will not change the data in this file in any way, provided that the Contractor shall aggregate and/or anonymize the data if specifically provided for in this SOW.
- 17) The State will not require the Contractor to use any third-party data set.
- 18) Any Personal Data will be maintained on the State's systems. Some Personal Data may be accessed by the Contractor to create mutually agreed upon reports.
- 19) The Contractor's scope of services excludes the following:

- a) Predictive elements; if the State requests such a scope, the parties will work together in good faith to address such request through the Work Order Authorization (WOA) process.
- b) Any legal, regulatory, audit, medical, insurance or tax advice. The State will be responsible for obtaining such advice from its own legal counsel or other licensed professionals.

# B. GENERAL AND TECHNICAL ASSUMPTIONS

- The base application will be a transfer from the Massachusetts contact tracing system.
- A conference room pilot will be conducted on the base application to determine what modifications, if any, need to be made before first deployment.
- 3) Modifications not necessary for initial deployment will be logged by the Accenture team for grooming and prioritization for future release prioritization by the State.
- 4) Initially the solution will be made to work using point-to-point or manual workarounds (e.g. Data Loader) to bring external data (e.g. CalREDIE) into Salesforce. Real-time integrations needs will be handled in future method.
- 5) Amazon Connect and CTI will be enabled for telephony.
- 6) For the first week's release to production, the agent call scripts will be loaded via an accelerator such that they scroll in a Lightning component in the console. In successive releases, these scripts will take the form of screen flows with conditional branching as needed, and attendant automatic creation of Salesforce objects.
- 7) Cost does not include licensing.
- 8) Copado will be used for DevOps.
- Amazon Web Services Commercial Cloud will be used for AWS Connect Contact Center services.
- 10)The State is responsible for procuring all the hardware and software licenses as per project timelines.
- 11)The State will commit the necessary personnel to participate in the Project workshops and Project team meetings.
- 12)The State will schedule all required meetings with key stakeholders, as mutually agreed between the parties, as closely to the agreed upon target dates as possible to adhere to the Project schedule. Delays to the meeting schedules from the targeted dates may affect the overall Project completion timeline and cost.

- 13)The State will review the phase task, activities, and Work Product and issue a single consolidated list of all comments in an expedited timeframe from the submission or completion. Accenture will address all comments promptly and resubmit the final version of the document to the State, who shall review and approve timely from its final issuance.
- 14) The parties will work in collaboration to put an effective project governance in place, with clear roles and responsibilities and agreed to turnaround for key decisions, risks and issues escalations to not compromise the Project schedule.
- 15) The State is responsible for extracting data from source systems, data cleansing, data mapping, data transformation, de-duplication and data validation. The State is responsible for providing data extracts from the legacy source systems in the format requested by Accenture to support data migration activities. Accenture is responsible for the data loading exercise which will be performed using Salesforce Data loader. Reconciliation checks will be performed by the State.
- 16) Existing patient and contact data that the State has already collected will be collected from the various sources by the State and supplied in a format requested by Accenture to support such migration activity. Any work-in-progress cases will be created in the new solution at the beginning of the case workflow.
- 17)The State is responsible for User Acceptance Testing (UAT) activities and execution and Accenture will provide bug-fixing support for that.
- 18) WalkMe is proposed for adoption and enablement post training.
- 19)The State will be executing all related HR onboarding activities and questions (pay, benefits, employment contracting).
- 20) The State will provide all necessary information for Accenture to contact agents and supervisors (e.g., name, email, IDs) for communications and training.
- 21)The State will provide business resources that can be escalated to if readiness & adoption metrics are not met.
- 22)The State will provide business resources that can be escalated to for approval of materials.
- 23) Social Listening platform technology to be decided collectively with the client, if they do not have an existing platform (Sprinklir, Brandwatch, Crimson Hexagon, etc...). Approximately one week required to set up, if required.

- 24) Assumes paid digital media dollars as a passthrough cost. Paid media is a range, to be determined during media planning first 2 weeks of engagement and discussed with clients based on their audience target goals.
- 25) Paid digital media would be planned, executed and managed by Accenture inclusive of reporting.
- 26) Week 6/7 of engagement would determine ongoing needs for content, listening and media to adjust Phase 2 scope accordingly.
- 27) Assumes English Language ads. Translation/version costs would be additional based on priority languages identified by clients.
- 28)State and Local Health Jurisdictions shall retain ownership and access to their data in the CRM.
- 29) The CRM platform has offline capability, it will need to be prioritized and configured for release.
- 30)The following additional terms apply to Marketing and Communications Tasks, Activities, and Work Product for this Agreement:
  - a) The Marketing and Communications Services will not require any access or use of any Personal Data.
  - b) All content created is the State's. If the Contractor creates or assists in the creation of any content, the State will have final approval of and responsibility for the content, including all responsibility for legal or regulatory compliance of the content.
  - c) The Contractor's Services and Work Product exclude providing guidance on the content of agency communications and/or announcements on matters of interest to the public. The communications will not be targeted at any individuals, and no personal data will be used in the targeting, strategy or content of the communications.
  - d) The State will have final approval as to which sections of the public to target, and the frequency, timing, method, and content/tone of the communication.

#### 14. WORK ORDER AUTHORIZATION

Both parties agree that this engagement shall remain as fluid and agile as possible, as the COVID-19 environment is constantly changing. As such, the Work Order Authorization (WOA) process will be used throughout the Term of this Agreement to further refine and/or revise the scope of services as necessary to ensure a successful engagement.

The Contractor, with the State's assistance, shall complete a WOA for approval by the State as the first step for any changes to Tasks, Activities, and/or Work Product within this Agreement. The parties will mutually agree ahead of time on change specifications and acceptance criteria, which the Contractor shall

document in writing in a WOA. The WOA addresses all components required by this Agreement and further defines, in writing, any changes mutually agreed upon during meetings and planning sessions.

The Contractor shall provide tasks to the State Project Manager by the due date specified in the approved WOA, unless the State has granted written permission, by way of an amended WOA, to deviate from the schedule. WOAs shall be comprehensive in the level of detail and quality, be professional in presentation, and consistent in style and quality. If a document is a composite work of many people within the Contractor's organization, the document is edited for style and consistency.

- A. Contractor shall prepare a WOA using Exhibit 4: Work Order Authorization (WOA) document.
- B. Is it understood and agreed upon by both parties that all of the terms and conditions of this Agreement shall remain in full force, regardless of the inclusion of any subsequent WOA. Subsequent WOAs shall in no way constitute a separate Agreement, nor in any way amend or supersede any of the provisions of this Agreement.
- C. Each WOA shall consist of a detailed statement of the purpose, objective, and/or goals to be undertaken by the Contractor, including, but not limited to the:
  - 1) Identification of all significant material to be developed by the Contractor and delivered to State;
  - 2) Identification of all significant materials to be delivered by State to the Contractor;
  - 3) Estimated time schedule of the provision of services by the Contractor;
  - 4) Costs for the provision of services to be completed by the Contractor;
  - 5) Acceptance criteria for the work to be performed; and
  - 6) Estimated number of work hours required to accomplish the purpose, objective and/or goals; and
  - 7) Contractor's billing rates as identified in Exhibit 1-A: Cost Worksheet per work hour, and the Contractor's estimated total cost for each job classification required to perform services identified in the WOA.
- D. All WOAs must be in writing and signed by the Contractor and State. The Contractor shall not begin work on a WOA until the authorized State staff has approved the WOA.
- E. The State has the right to require the Contractor to stop or suspend work on any WOA.

- F. If in the performance of the work, the Contractor determines that a WOA to be performed under this Agreement cannot be accomplished within estimated work hours, the Contractor shall immediately notify the State, in writing, of the Contractor's estimate of additional work hours and cost which are required to complete the WOA in full. Upon receipt of the notification, the State will:
  - Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the work; or
  - 2) Terminate the WOA; or
  - 3) Alter the scope of the WOA in order to define tasks that can be accomplished within the remaining estimated work hours and cost.
  - 4) Notify the Contractor in writing of its decision within three (3) calendar days after receipt of the notification.
  - G. Completion of each WOA is subject to State approval, as described in Section 15, Work Order Authorization Acceptance or Rejection, below.

# 15. WORK ORDER AUTHORIZATION ACCEPTANCE OR REJECTION

All concluded work shall be submitted for review and acceptance or rejection to the State Project Manager on a Work Order Authorization Acceptance Document (WAD) (see Exhibit 5: Work Order Authorization Acceptance Document). The Contractor shall provide the State Project Manager, or his/her designee, with a WAD upon successful completion of the work identified in an approved WOA. If the acceptance criteria of the approved WOA has been met, the Contractor and State Project Manager, or his/her designee, signs the WAD. Signed acceptance through the use of the WAD process is required before processing an invoice for payment.

# 16.ISSUE AND ESCALATION PROCESS

#### A. ISSUE

The parties acknowledge and agree that certain technical and/or project-related problems or issues may arise and that such matters shall be brought to the State's attention. Problems or issues shall normally be reported in regular status reports or in-person meetings. However, there may be instances where the severity of the problem justifies escalated reporting. To this extent, the Contractor and State determines the level of severity and notify the appropriate parties.

### **B. ESCALATION PROCESS**

Should the Contractor's Project Manager and the State Project Manager not agree on a resolution to any particular issue, the Contractor and the State agree to raise the issue to the State Project Executive Steering Committee. The

State Project Executive Steering Committee decides on a resolution within two (2) State business days of being made aware of the issue. The State may extend this timeline at its sole discretion.

The State Project Executive Steering Committee uses whatever resources it deems necessary to seek a rapid and just resolution to an issue at the State Project Executive Steering Committee level. If a resolution cannot be reached at the State Project Executive Steering Committee level within the time frame prescribed above, either party may assert its other rights and remedies as provided by this Agreement.

# 17. REVISIONS TO GENERAL PROVISIONS – INFORMATION TECHNOLOGY (GSPD-401IT)

#### A. WARRANTY

For purposes of this Agreement the following language shall replace and supersede the warranty period set forth in the IT General Provisions Section 18(a) - the warranties shall begin upon delivery of the goods and services in question and extend for the term of the contract or for 6 months, whichever is longer.

#### **B. LIMITATION OF LIABILITY**

For purposes of this Agreement, and pursuant to the authority granted to the California Department of Technology, Deputy Director, Statewide Procurement Division, in the event of an unauthorized use or disclosure of Personal Data caused by the Contractor's breach of (i) the Contractor's obligations under Section 8(A) of this SOW or (ii) any statutes, rules, regulations or orders governing Personal Data, Contractor's liability will be limited to an amount equal to sixty million dollars (\$60,000,000) and any conflicting provisions of Section 26(b)(i) and 26(d)(ii) with respect to Contractor's liability for Personal Data shall not apply.

#### C. INDEMNIFICATION

For purposes of clarification, Contractor's obligation to indemnify the State pursuant to IT General Provisions Section 28, shall not apply to any personal injury or death claims from members of the public arising from the contact tracing Services.

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CRM	\$	3,413,000	\$	433,000	\$	433,000	\$	400,000
Salesforce Configuration	\$	830,000	\$	217,000	\$	217,000	\$	133,000
AWS - Calling, SMS, Virtual Agent	\$	696,000	\$	217,000	\$	217,000	\$	167,000
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WalkMe	\$	1,758,000	\$	185,000	\$	143,000	\$	143,000
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Salesforce Configuration	\$	3,413,000	\$	217,000	\$	217,000	\$	133,000
AWS - Calling, SMS, Virtual Agent	\$	830,000	\$	217,000	\$	217,000	\$	167,000
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Call Center Ops	\$	235,000	S	-	\$ 235,000	\$	-
Nice Configuration	\$	5,815,000	\$	1,000,000	\$ 975,000	\$	820,000
CRM	\$	3,413,000	Ś	433,000	\$ 433,000	\$.	400,000
Salesforce Configuration		830,000	Ś	217,000	\$ 217,000	\$	133,000
AWS - Calling, SMS, Virtual Agent Training	\$	696,000	\$	217,000	\$ 217,000	\$	167,000

	\$	811,000	\$	108,000	\$	108,000	\$	100,000
Security	\$	25,000	\$	25,000	\$	-	\$	-
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WalkMe	\$	1,758,000	\$	185,000	\$	143,000	\$	143,000
Metrics and Evaluation	\$	1,036,000	\$	541,000	\$	495,000	\$	-
Marketing and Communication	Ś	36,144,000	\$	2,976,000	\$	3,098,000	\$	2,453,000
Total:	7	30,144,000	7					
WOAs		205 600	\$		\$	285,600	\$	-
LHJ Support	\$	285,600	\$	_	\$	122,400	\$	-
SOP	\$	122,400	-		\$	-	\$	474,000
Marketing and Communication	\$	474,000	\$		\$		\$	220,000
Media Buy	\$	220,000	\$	-	\$	97,000	\$	,
Translation	\$	97,000	\$		\$	505,000	\$	694,000
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System & Program Support Needs		· 斯里斯斯克			6		\$	67,000
CalCONNECT Backlog Velocity	\$	578,000	\$	-	\$		\$	07,000
Single Sign On	\$	175,000	\$		\$		\$	80,000
SF, SD, and LA Onboarding	\$	280,000	\$	-	\$		_	
LHJ Adoption	\$	756,000	\$	-	\$		\$	285,000
Training	\$	100,000			\$	-	\$	422.000
Additional Total:	\$	1,889,000	\$	a., 5 / F- )	\$		\$	432,000
Total WOA and Additional:	\$	3,088,000						
	\$	39,232,000						\$20,44
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Difference Salesforce and AWS License Costs			\$	2,468,927				

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Accenture CalCONNECT Budget Summary

	Cost Item	Months 1-6		
A	Base Contract	\$	13,666,000	
В	Expected Budget Items (C,D,E)	\$	6,778,000	
С	Approved WOAs	\$	1,199,000	
D	Additional Budget Requested	\$	1,739,000	
E	Contact Tracer Costs > 1000	\$	3,840,000	
F	Total Contract Amount	\$	20,444,000	
G	Platform Costs (Salesforce)	\$	2,468,927	
ENLISTED.	Project and Platform (F,G)	\$	22,912,927	

M	lonths 6-12	Total
\$	9,278,000	\$ 22,944,000
\$	9,510,000	\$ 16,288,000
\$		\$ 1,199,000
\$	150,000	\$ 1,889,000
\$	9,360,000	\$ 13,200,000
\$	18,788,000	\$ 39,232,000
\$	2,468,927	\$ 4,937,854
\$	21,256,927	\$ 44,169,854